

EXHIBIT A

Before the
UNITED STATES COPYRIGHT ROYALTY JUDGES
LIBRARY OF CONGRESS
Washington, D.C.

In the Matter of:)
))
))
DETERMINATION OF RATES AND) Docket No. 19-CRB-0005-WR (2021-2025)
TERMS FOR DIGITAL)
PERFORMANCE OF SOUND)
RECORDINGS AND MAKING OF)
EPHEMERAL COPIES TO)
FACILITATE THOSE)
PERFORMANCES (*WEB V*))
))

**SOUNDEXCHANGE’S FIRST SET OF REQUESTS FOR
PRODUCTION OF DOCUMENTS TO THE NATIONAL ASSOCIATION
OF BROADCASTERS AND iHEARTMEDIA, INC.**

Pursuant to 17 U.S.C. § 803(b)(6)(C)(v) and 37 C.F.R. § 351.5(b)(1), SoundExchange, Inc., *et al.* (collectively, “SoundExchange”)¹ serves this First Set of Requests for Production of Documents on the National Association of Broadcasters (“NAB”) and iHeart Media, Inc. These Requests are continuing in nature and may require supplementation.

DEFINITIONS AND INSTRUCTIONS

1. The present tense shall be construed to include the past and future tenses and the past and future tenses shall be construed to include the present tense as required by the context to elicit all information discoverable within the broadest scope of these Requests.

¹ SoundExchange, Inc., the American Federation of Musicians of the United States and Canada, Screen Actors Guild-American Federation of Television and Radio Artists, the American Association of Independent Music, Sony Music Entertainment, UMG Recordings, Inc., Warner Music Group Corp., and Jagjaguwar Inc.

2. The singular shall be construed to include the plural and the plural shall be construed to include the singular as required by the context to elicit all information discoverable within the broadest scope of these Requests.

3. “And” and “or” have both conjunctive and disjunctive meanings as required by the context to elicit all information discoverable within the broadest scope of these Requests.

4. “Any” and “all” shall mean “each and every.”

5. The term “documents” shall be construed broadly, consistent with the Federal Rules of Civil Procedure, and includes but is not limited to every writing, recording, photograph, summary, spreadsheet or record in any form, whether handwritten, printed, typed, taped, electronic or in any other graphic, digital, magnetic, optical, or mechanical form, however produced, reproduced, or recorded and includes electronic documents (such as electronic mail messages and all attachments to mail messages). For the avoidance of doubt, the term “documents” includes studies, analyses, research, presentation decks, surveys, or other similar documents prepared, commissioned, or acquired by the participant service providers or their affiliates.

6. The term “communication” means the transmittal of information by any means and includes communication of any kind, whether written, oral, electronic, or other.

7. The term “including” is illustrative and not limitative and shall be construed to elicit all information discoverable within the broadest scope of these Requests.

8. The terms “reflecting,” “referring,” “concerning,” “relating to,” “related to” and “showing” includes: addressing, pertaining to, referring to, concerning, comprising, identifying, stating, consisting of, evidencing, alluding to, responding to, connected with, discussing, showing, describing, reflecting, analyzing, constituting, setting forth, in respect of, incorporating,

mentioning, embodying, containing, studying, reporting on, commenting on, considering, recommending, constituting in any way, or having any logical or factual connection with the subject matter.

9. “iHeart” refers to iHeartRadio and iHeart Media, Inc., their corporate affiliates, parents, subsidiaries, business units, divisions, parents, subsidiaries, business units and divisions, and their representatives, officers, agents, servants, counsel, employees, consultants, and any person authorized to act, acting, or purporting to act on their behalf. “iHeart” also includes any of iHeart Media, Inc.’s predecessors or their respective affiliates (including Clear Channel Communications, Inc.). In particular, “iHeart” includes the witnesses who have submitted testimony as part of the Written Direct Statement of NAB in this proceeding, including the entities they represent.

10. “NAB” refers to the National Association of Broadcasters, its corporate affiliates, parents, subsidiaries, business units, divisions, members, predecessors, and predecessors of its corporate affiliates, parents, subsidiaries, business units, divisions, members, and their representatives, officers, agents, servants, counsel, employees, consultants, and any person authorized to act, acting, or purporting to act on their behalf. In particular, “NAB” includes the witnesses who have submitted testimony as part of the Written Direct Statement of NAB in this proceeding, including the entities they represent. For the avoidance of doubt, “NAB” includes any entity represented by NAB in this proceeding, as well as any entity represented on NAB’s Board of Directors, including but not limited to iHeart, Entercom, Cumulus, Town Square, Beasley, Midwest, Wheeler, and Commonwealth Broadcasting Corp.

11. “NAB Entity” refers to any entity represented by NAB in this proceeding, as well as any entity represented on NAB’s Board of Directors, including but not limited to iHeart,

Entercom, Cumulus, Town Square, Beasley, Midwest, Wheeler, and Commonwealth Broadcasting Corp.

12. “NAB Services” refers to the broadcasts or simulcasts made by any NAB entity.

13. “Midwest” refers to Midwest Communications and WRIG, Inc., and includes the witnesses employed at Midwest who have submitted testimony as part of the Written Direct Statement of NAB in this proceeding.

14. “Wheeler” refers to Mel Wheeler, Inc.

15. “You” and “your” refer to iHeart, NAB and/or NAB Services, as well as witnesses submitting testimony in this proceeding as part of the written direct case of NAB.

16. “Expert Witness” means any expert witness retained by NAB or iHeart who has submitted testimony in support of a party’s written direct case in this proceeding.

17. “Expert Witness team” means all consultants, non-testifying experts and other support staff that contributed in any way to the work of any Expert Witness in this proceeding.

18. “iHeart Direct Licenses” refers to all agreements entered into at any time during period January 1, 2012 through the present between iHeart, as defined herein, and any copyright owner or distributor of sound recordings, or representative thereof, granting the rights to perform sound recordings in a service subject to statutory licensing or any other music service, including iHeart agreements referred to in Paragraphs 63-75 and 92 of the Written Direct Testimony of Dr. Gregory K. Leonard, and including agreements with both the “renewal indies” referred to therein and other sound recording copyright owners and distributors, and all renewals, amendments, extensions, side agreements and terminations of any such agreements.

19. “Non-iHeart Direct Licenses” refers to all agreements entered into at any time during period January 1, 2012 through the present between (a) one of the NAB Services

(excluding iHeart as defined above) and (b) any copyright owner or distributor of sound recordings, or representative thereof, granting the rights to perform sound recordings in a service subject to statutory licensing or any other music service, including non-iHeart agreements referred to in Paragraph 92 of the Written Direct Testimony of Dr. Gregory K. Leonard, and all renewals, amendments, extensions, side agreements and terminations of any such agreements.

20. “Direct Licenses” means the iHeart Direct Licenses and the Non-iHeart Direct Licenses, together.

21. “Simulcasting” refers to webcasting provided simultaneously with provision of the same content via terrestrial radio.

22. “Service Type” refers to (i) noninteractive ad-supported streaming services, (ii) noninteractive subscription services, (iii) terrestrial radio services, and, if applicable, (iv) interactive ad-supported streaming services, and (v) interactive subscription services.

23. Please provide separate written responses to all of the following Requests, and repeat each Request and the number of each Request with each response. If you object to any Request, identify the number of the Request to which you object, state the basis for your objection in sufficient detail so as to permit the adjudication of the validity of the objection, and produce any documents responsive to the portion of the Request that you do not find objectionable.

24. Documents sought in these Requests include documents currently or previously within your possession, custody or control, as well as those documents which come into your possession subsequent to service thereof. Each of the following Requests is continuing in nature and SoundExchange hereby requests that if you obtain any additional responsive documents at any later date, you promptly so inform SoundExchange and produce those documents.

25. When any Request calls for the production of any portion of any document, the entire document containing any such portion must be produced.

26. Unless otherwise indicated in a particular Request, the Requests below cover the time period January 1, 2016 through the present.

27. Unless otherwise indicated in a particular Request, Requests to NAB are directed at both NAB as an organization, as well as each NAB station group or other entity.

28. Unless otherwise indicated, a request for information for “all Service Types” should be construed to seek documents related to each individual service type, separately and together.

29. In accordance with the Modified Case Schedule (dated June 27, 2019) issued in this proceeding, please produce all written responses and objections for delivery no later than October 17, 2019, and produce all responsive documents for delivery no later than November 4, 2019. Please serve one set of all responses and objections by electronic copy to all Jenner & Block attorneys who have appeared in this matter.

30. These Requests incorporate fully the Production Specifications previously agreed-upon by the parties.

31. Documents offered in response to these requests must be furnished in as organized and usable form as possible, and in a fashion consistent with the production specifications to which the Participants have determined they will produce in this proceeding.

32. Media files (e.g. audio/video files), excel files, database files (e.g., .csv), and computer code must be produced in native format, along with TIFF image placeholders indicating that a document has been produced in native format. Native files should include the term “Restricted” in the file name.

33. To the extent documents responsive to a Request were submitted as part of your Written Direct Case, or produced as preliminary disclosures, you do not need to produce the documents in response to the Request if you identify such documents by exhibit number, Bates number, or the equivalent, in your written response to the Request.

34. Requests directed to NAB should also be interpreted as directed to iHeart as required by the context to elicit all information discoverable within the broadest scope of these requests. Likewise, requests directed to iHeart should also be interpreted as directed to NAB as required by the context to elicit all information discoverable within the broadest scope of these requests.

Document Requests to NAB and iHeart

1. All documents, work papers, computer code, databases, and/or underlying analyses prepared or reviewed by an Expert Witness or Expert Witness team in connection with this proceeding or the preparation of testimony. Where data was provided in a summary, chart, or compilation provide each underlying document that was consulted or relied upon in preparing each summary, chart, or compilation, including all documents and materials identified in 37 C.F.R. § 351.10.
2. All documents considered or reviewed by an Expert Witness in connection this proceeding or the preparation of testimony.
3. All published or unpublished scholarly articles, or drafts of any articles that were not finalized, written in whole or in part by an Expert Witness, and that relate to any aspect of the Expert Witness's Written Testimony in this proceeding, including aspects of the testimony that concern the music industry, market definition, or other economic, survey, or referenced subjects or principles.
4. All reports and associated exhibits that constitute an opinion or testimony (e.g., expert reports, deposition, trial testimony, or hearing testimony) submitted by an Expert Witness in any judicial, regulatory, or legal proceeding that relates to any aspect of the Expert Witness's written testimony in this proceeding, including aspects of the testimony that concern the music industry, market definition, or other economic, survey, or referenced subjects or principles.
5. All documents constituting or reflecting meetings, discussion, or other communications— between an Expert Witness and (1) any NAB or iHeart personnel, (2) a NAB or iHeart fact witness, or (3) any other testifying expert in this proceeding—that concern that concern the subject matter of this proceeding or the subject matter of the Expert Witness's

testimony, and that the expert considered, referenced, or relied upon in formulating testimony offered in this proceeding.

6. All input data and other documents used in or reflecting the “calculation of iHeart’s effective per-play royalty rates” referred to in Paragraph 65 of the Written Direct Testimony of Gregory K. Leonard, and any other calculations and adjustments referred to in Paragraphs 67-71 of the Written Direct Testimony of Gregory K. Leonard.

7. Documents sufficient to show gross revenues, revenue deductions, net revenues, content costs (separately musical works and sound recordings), other costs of goods sold, gross profits, operating expenses, operating income, net income, and other financial information, for all Service Types, on an annual and monthly basis. Where applicable, provide breakdowns by service product offering (i.e., trials, promotional offerings, family plans, student, individual, etc.) and by record label.

8. All short-term and long-term financial projections, forecasts, and models of financial performance—including but not limited to projections, forecasts, and models of financial condition, profits, losses, costs, revenues, subscribers/users, churn rates, performances, and any other metrics of performance—for all Service Types.

9. Documents sufficient to show Average Revenue Per User (“ARPU”) data, on an annual basis, for all Service Types.

10. Data on the NAB Services, broken down by entity (*e.g.*, iHeart Radio, Cumulus, Entercom), including but not limited to:

- a. Number of active and inactive users;
- b. Revenue share; and
- c. Aggregate listening hours.

11. Data on iHeart Radio services, for all Service Types (*e.g.*, free iHeart, iHeart Plus, iHeart All Access), including but not limited to:

- a. Number of active and inactive users;
- b. Revenue share; and
- c. Aggregate listening hours.

12. Documents sufficient to show your market share in the following markets: (i) noninteractive ad-supported streaming services, (ii) noninteractive subscription services, (iii) terrestrial radio services, (iv) interactive ad-supported streaming services, and (v) interactive subscription services, (vi) overall music consumption, and (vii) streaming services consumption.

13. Documents sufficient to show the market share associated with Direct Licenses, including the percentage of plays on each Service Type that are of directly licensed sound recordings, including documents relating to the calculations described in Paragraph 72 of the Written Direct Testimony of Gregory K. Leonard.
14. All documents, excluding emails and communications with record companies and artists, related to promotional effects of Simulcasting and terrestrial radio, including but not limited to any documents concerning or related to any promotional or other value that sound recordings have for NAB Services or iHeart Radio services.
15. For each year from 2016 to the present, documents sufficient to show the number and proportion of listeners that purchase songs while listening to a simulcast, as described in Paragraph 110 of the Written Direct Testimony of Gregory K. Leonard.
16. All documents related to the statements in Paragraph 108 of the Written Direct Testimony of Gregory K. Leonard that “(1) simulcast and OTA broadcasts have the same positive promotional benefit, and (2) custom radio has a lower promotional benefit than simulcast and OTA broadcasts.”
17. All documents and communications related to potential benefits to a sound recording copyright owner or distributor, or a representative thereof, of entering into a Direct License. *See, e.g.*, Paragraphs 65, 75 of the Written Direct Testimony of Gregory K. Leonard.
18. A list of all copyright owners, record companies, artists or composers that have signed Direct Licenses, or documents sufficient to show the same.
19. A list of all copyright owners, record companies, artists or composers contacted, either in writing or otherwise, about Direct Licenses or potential Direct Licenses, or documents sufficient to show the same.
20. All Direct Licenses currently in effect.
21. Documents sufficient to show:
 - a. Royalties accrued and paid under the Direct Licenses by licensor and Service Type, on a monthly basis.
 - b. Cost savings that the NAB entities achieved on an annual basis as a result of entering into Direct Licenses.
22. All analyses, memoranda, presentation decks, studies, surveys, research findings, or other documents concerning a digital distribution or licensing strategy, including the role of promotion and/or substitution in the licensing strategy, as well as the economics of entering actual or potential direct licenses.

23. All performance projections and analyses of Direct Licenses, including but not limited to projections or analyses concerning (a) the total number of expected plays or performances of sound recordings covered by Direct Licenses, (b) the total amount of royalties payable for plays or performances covered by Direct Licenses, or (c) cost savings generated by Direct Licenses.
24. Documents sufficient to show, or a list of, counterparties to your Direct Licenses who agreed [REDACTED], and counterparties who did not, as discussed in Paragraph 18 of the Written Direct Testimony of Tres Williams.
25. All reports, memoranda, communications, presentations, spreadsheets, or other documents discussing, analyzing or tracking the status of your Direct License activities.
26. For each copyright owner, record company, artist or composer that entered into a Direct License, information sufficient to show on a monthly basis the number of times its recordings were played on a NAB entity's terrestrial radio service, simulcast service, and custom radio service in the two years before the original Direct License was executed and in the time after the original Direct License was executed.
27. For each copyright owner, record company, artist or composer that has entered into a Direct License, all documents constituting reports provided to the licensor by the NAB entity pursuant to the terms of the Direct License, including but not limited to reports of use, statements of account, and payment histories.
28. For the time period January 1, 2012 through the present, all documents related to the negotiation of a Direct License or the renewal of a Direct License—including but not limited to (a) all drafts of licenses, (b) all internal emails, and (c) all emails exchanged with record companies, distributors, representatives, or other content owners—regardless of whether or not the Direct License or renewal was executed.
29. All documents discussing, identifying, analyzing, or otherwise related to or concerned with a licensor or potential licensor's basis, motivation, or potential basis or motivation for executing a Direct License.
30. All documents discussing, analyzing, concerning, or otherwise related to Entercom's potential renewals with Big Machine and Glassnote, including but not limited to documents indicating that Entercom was not a willing buyer with respect to those renewals.
31. All documents discussing, analyzing, concerning, or otherwise related to Beasley's potential renewal with Big Machine, including but not limited to documents indicating that Beasley was not a willing buyer with respect to that renewal.
32. All documents related to your ability or efforts to steer, including but not limited to documents related to the existence, consideration or implementation of any policy or practice of steering towards sound recordings covered by Direct Licenses and/or lower royalty bearing sound recordings.

33. The most current version of any document used by NAB to track the status of any Direct Licenses that the NAB Services are negotiating or have entered into, including any such documents maintained by NAB itself or the NAB Services.
34. The most current version of any document used by iHeart to track the status of any Direct Licenses it is negotiating or has entered into.
35. All survey documents that you produced in discovery in the *Web IV* proceeding, including all documents related to the results of those surveys, including summaries, presentations, analyses, and memoranda.
36. With respect to all survey documents that you produced in discovery in the *Web IV* proceeding, all documents related to the same or similar surveys that have been conducted since then, including all documents related to the results of those surveys, including summaries, presentations, analyses, and memoranda.
37. All Documents related to the design, testing, implementation, and analysis of the survey conducted by John Hauser in connection with his Written Direct Testimony, including but not limited to:
 - a. all reports, analyses, presentations, notes, and documents concerning, discussing, referring or related to any survey in this proceeding;
 - b. all data in native format, including but not limited to respondents' responses to each survey question (regardless of whether the respondent completed the survey or was terminated), every invitation sent, all screening data, whether each person participated in the survey, whether the participant was terminated from the survey, and whether the participant completed the survey;
 - c. all documents reflecting what criteria was used for determining the sample size for each survey;
 - d. all computer code used, in native format;
 - e. all documents regarding weights used or related calculations, including but not limited to all weighted and unweighted survey results, in electronic form; and
 - f. all documents related to the validation protocol and results of the survey.
38. All documents or calculations that related to any sensitivity analyses or checks conducted in connection with the survey conducted by John Hauser.
39. All documents, data, or studies related to consumer sensitivity to changes in price or ad volume, including but not limited to analyses of elasticity, switching behavior, and churn.
40. All documents, data, or studies related to the willingness of users of ad-supported services to pay for streaming music services.

41. All studies, analyses, research, presentation decks, surveys, or other similar documents prepared, commissioned, or acquired by you and that refer to any aspect of competition between music services, including all documents discussing or analyzing any current or anticipated future competitors of your webcasting service.
42. All documents, excluding emails and communications with record companies or artists, related to the statement that “labels see ‘radio’—terrestrial and simulcast together—as a single outlet for their music” and that “labels do not distinguish between terrestrial radio and simulcast streams in th[eir] communications” to Wheeler and/or other NAB Services, which appear in Paragraph 38 of the Written Direct Testimony of Leonard Wheeler.
43. For each year from 2016 to the present, documents sufficient to show your users’ characteristics, including:
 - a. age, gender, median income, and geographic region/location for all Service Types and NAB entities;
 - b. number and type of music listening options used;
 - c. listening time, including minutes/songs per session, minutes/songs per day, and number of days per week users listen;
 - d. number and percent who have used your service within the past 30 days in a given month; and
 - e. number of subscribers to and users of each NAB entity on an annual and monthly basis, for all Service Types.
44. Documents sufficient to show projections for the number of users, subscribers, plays or performances on each NAB entity, for all Service Types, for each year from 2019 to 2025.
45. All documents related to customization of Simulcasting services, including the value and prevalence of service features, such as skips and replays.
46. All documents related to the statement that “both iHeart’s simulcast and custom radio audiences have grown on the app.” See Paragraph 31 of the Written Direct Testimony of Robert Pittman.
47. Annual data on average song length played on your services, and on the Billboard Hot 100. See Page 4 of the Written Direct Testimony of Gregory K. Leonard.
48. With respect Performing Rights Organizations (“PROs”) and entities that license musical works:
 - a. All agreements for the licensing of musical works currently in effect;

- b. Documents sufficient to show the annual licensing fees you paid for musical compositions from 2016 to the present; and
 - c. All documents and communications related to licensing music works for custom radio, as discussed in Paragraphs 35-39 of the Written Direct Testimony of Tres Williams.
49. Documents sufficient to show:
- a. Rates you charge for advertising on terrestrial radio, Simulcasting, and custom radio;
 - b. The prevalence or percentage of advertisements swaps between terrestrial radio broadcasts and Simulcasting, as discussed in Paragraph 32 of the Written Direct Testimony of Gregory K. Leonard.
50. All documents related to the statement that “[m]any advertisers are unwilling to pay for simulcast ads separate and apart from their over-the-air media buys,” which appears in Paragraph 32 of the Written Direct Testimony of Leonard Wheeler.
51. All documents related to your introduction or discontinuation of advertising on your Simulcasting service, including but not limited to the considerations and motivations for those decisions.
52. Documents sufficient to show the prevalence of song swap or content swap between terrestrial radio broadcasts and simulcasts, as discussed in Paragraph 32 of the Written Direct Testimony of Tres Williams.
53. All documents related to the geographic distribution of simulcast listeners and their connection to local markets.
54. All documents concerning any comparison or contrast between custom radio, simulcasting and territorial broadcasting, the relevant markets and listeners, and switching between these services.
55. All documents related to the statements in Paragraphs 30 and 33 of the Written Direct testimony of Robert Pittman that custom radio and Simulcasting are “distinct products” and that “listeners tune into traditional radio and the corresponding simulcasts for different reasons than they use” custom radio.
56. All documents related to the statement that listeners choose radio for “companionship” and “the human connection,” which appears in Paragraphs 10, 14-15 of the Written Direct Testimony of Robert Pittman.

57. All documents related to the amount and value of music versus non-music content on simulcasting, terrestrial broadcasts, and custom radio, broken down by entity (*e.g.*, iHeart Radio, Cumulus, Entercom).

58. Documents sufficient to show:

- a. The proportion of terrestrial radio and Simulcasting revenues that are attributable to music-formatted stations
- b. Total expenditures non-music content, separately for each content provider and in the aggregate.

59. All documents related to the statement in Paragraph 104 of the Written Direct Testimony of Gregory K. Leonard that “[s]imulcast listeners, who have revealed a preference for such content, are more likely to choose an alternative with non-music content than would a user of a highly music-focused service.”

60. All analyses, memoranda, presentation decks, studies, surveys, research findings, or other documents concerning a digital distribution or licensing strategy, including the role of promotion and/or substitution in the licensing strategy.

61. To the extent not already produced, all documents responsive to SoundExchange’s Preliminary Disclosure requests.

62. All documents related to any audit of you by SoundExchange, including but not limited to your communications with the auditor and/or SoundExchange.

63. All documents supporting your proposed changes to 37 C.F.R. § 380.

64. All documents evaluating the market power of the major record companies in the market for simulcasting or radio, including but not limited to all documents concerning or related to the must have status or complementary oligopoly power of the major record labels in that market. *See* Paragraphs 65 and 72 of Gregory K. Leonard’s Written Direct Testimony.

All documents evaluating the market power of the major record companies in the market for custom radio services, including but not limited to all documents concerning or related to the must have status or complementary oligopoly power of the major record labels in that market. *See* Paragraphs 65 and 72 of Gregory K. Leonard’s Written Direct Testimony.

Document Requests to NAB

65. Minutes from all meetings of the NAB Board of Directors and committees thereof concerning webcasting, on-demand services, terrestrial radio, as well as documents concerning competition between digital music services, as well as the profitability or relative profitability of music services.

66. All communications among or between NAB board members or employees, NAB and its membership (including questions or communications of any kind from members to NAB and responses from NAB), or between NAB and any industry groups related to statutory and direct licenses and royalties related to Digital Music Services.

67. All restricted versions of written testimony—as well as related exhibits, appendices, work papers, deposition testimony, and trial testimony—submitted by NAB in the Webcasting IV, SDARS III, or Phonorecords III proceeding. For the avoidance of doubt, non-public material produced by a party in the prior proceedings, that is not a participant in this proceeding, may be redacted.

68. For each NAB witness who submitted written or designated testimony in this proceeding, all restricted versions of written testimony—as well as related exhibits, appendices, work papers, deposition testimony, and trial testimony—submitted in any other legal proceeding related to the rates that NAB and its members pay for sound recordings, musical works, or any content of any kind, including but not limited to rate court cases and other proceedings related to license fees for musical works.

69. All documents related to the statement in Paragraph 9 of the Written Direct Testimony of Andrew Gille that “[m]usic plays a secondary role on [Midwest’s] business model” and that Midwest does not “see [itself] as directly competing with music-centric companies like Pandora.”

70. All documents related to the statement in Paragraph 16 of the Written Direct Testimony of Andrew Gille that “the cost of on-air talent represents a large percentage of the expense for stations with on-air personalities” and that these costs “are hardly accounted for in terms of how radio broadcaster and simulcasters differ from other non-interactive services in terms of royalty payments.”

71. All documents related to the revenues generated and royalties paid in connection with Midwest’s simulcasting services, by month, including all documents relating to the claim that “streaming has not been a profitable activity for Midwest” due to “SoundExchange fees,” in Paragraphs 22 and 23 of the Written Direct Testimony of Andrew Gille.

72. All documents, excluding emails or communications with record companies or artists, related to the statement that Midwest and/or you “provide significant promotional value” and that representatives from record labels “will admit that . . . the promotional value of radio is undeniable and valuable,” which appear in Paragraphs 17 and 19 of the Written Direct Testimony of Andrew Gille.

Document Requests to iHeart

73. All documents you relied on in preparing your responses to SoundExchange’s First Set of Interrogatories.

74. The most current version of any document used by iHeart to track the status of any Direct Licenses it is negotiating or has entered into since January 2012.
75. All iHeart Direct Licenses, entered into since January 2012, including “the subset of such agreements that were renewed,” *see* Page 3 of Written Direct Testimony of Gregory K. Leonard, as well as those agreements that were not renewed, *see id.* at Paragraphs 63-75 and 92.
76. All iHeart Licenses reviewed by Gregory K. Leonard, regardless of whether or not such licenses formed the basis for his benchmarking analysis.
77. All documents showing all analyses that iHeart (or anyone working on behalf of a iHeart) performed related to the royalties that any sound recording copyright owner or distributor would earn under an iHeart Direct License, including communications and analyses regarding whether to renew specific agreements.
78. Documents sufficient to show the average number of skips (plays shorter than 30 seconds) for each tier (ad-supported, subscription noninteractive, and on-demand) of iHeart’s custom radio service, on a monthly basis.
79. All documents related to iHeartMedia’s efforts to customize simulcast programming or to adjust programming for simulcasts, as discussed in Paragraphs 31 and 32 of the Written Direct Testimony of Tres Williams.
80. All documents relating to the “surveys” that iHeart has conducted “to better understand the listener experience” and the “difference between . . . types of services,” as referenced in Paragraphs 25, 26, and 30 of the Written Direct Testimony of Robert Pittman.
81. All documents relating to the “research” iHeart conducted into “how listeners perceive the personalities on their local stations,” as referenced in Paragraph 28 of the Written Direct Testimony of Robert Pittman.
82. Minutes from all meetings of the iHeart Board of Directors and committees thereof concerning webcasting, on-demand services, terrestrial radio, as well as documents concerning competition between digital music services, as well as the profitability or relative profitability of music services.
83. All restricted versions of written testimony—as well as related exhibits, appendices, work papers, deposition testimony, and trial testimony—submitted by iHeart in the Webcasting IV, SDARS III, or Phonorecords III proceeding. For the avoidance of doubt, non-public material produced by a party in the prior proceedings, that is not a participant in this proceeding, may be redacted.
84. For each iHeart witness who submitted written or designated testimony in this proceeding, all restricted versions of written testimony—as well as related exhibits, appendices, work papers, deposition testimony, and trial testimony—submitted in any other legal proceeding related to the rates that iHeart and its members pay for sound recordings, musical works, or any

content of any kind, including but not limited to rate court cases and other proceedings related to license fees for musical works.

85. To the extent not publicly available, all documents provided to (or prepared in anticipation of providing them to) the Securities and Exchange Commission concerning sound recording royalties, digital music services, and/or iHeart's bankruptcy or emergence from bankruptcy, regardless of whether or not such documents have been withdrawn or superseded.

Respectfully submitted,

By /s/ Emily L. Chapuis
David A. Handzo (DC Bar 384023)
Steven R. Englund (DC Bar 425613)
Emily L. Chapuis (DC Bar 1017600)
Devi M. Rao (DC Bar 1004146)
JENNER & BLOCK LLP
1099 New York Ave. NW, Suite 900
Washington, D.C. 20001
(v) 202-639-6000
(f) 202-639-6066
dhandzo@jenner.com
senglund@jenner.com
echapuis@jenner.com
drao@jenner.com

Counsel for SoundExchange, Inc., et al.

Dated: September 30, 2019

Proof of Delivery

I hereby certify that on Tuesday, November 26, 2019, I provided a true and correct copy of the Exhibit A to the following:

iHeartMedia, Inc., represented by John Thorne, served via Electronic Service at jthorne@kelloggghansen.com

National Association of Broadcasters, represented by Joseph Wetzel, served via Electronic Service at joseph.wetzel@lw.com

National Public Radio, Inc., represented by David P Mattern, served via Electronic Service at dmattern@kslaw.com

circle god network inc d/b/a david powell, represented by david powell, served via Electronic Service at davidpowell008@yahoo.com

Google Inc., represented by David P Mattern, served via Electronic Service at dmattern@kslaw.com

Pandora Media, LLC, represented by Bruce Rich, served via Electronic Service at bruce.rich@weil.com

College Broadcasters, Inc., represented by David D Golden, served via Electronic Service at dgolden@constantinecannon.com

Corporation for Public Broadcasting, represented by Kenneth L Steinthal, served via Electronic Service at ksteinthal@kslaw.com

Educational Media Foundation, represented by David Oxenford, served via Electronic Service at doxenford@wbklaw.com

National Religious Broadcasters Noncommercial Music License Committee, represented by Karyn K Ablin, served via Electronic Service at ablin@fhhlaw.com

Sirius XM Radio Inc., represented by Bruce Rich, served via Electronic Service at bruce.rich@weil.com

Radio Paradise Inc., represented by David Oxenford, served via Electronic Service at
doxenford@wbklaw.com

Signed: /s/ Previn Warren